

STD. 213 A (Rev 6/03)

COPY

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

OAL CCR 2005

REGISTRATION NUMBER

89101205104922

AMENDMENT NUMBER

03

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

OFFICE OF ADMINISTRATIVE LAW

CONTRACTOR'S NAME

WEST PUBLISHING CORPORATION

2. The term of this

Agreement is 1/1/2006 through 12/31/2010

3. The maximum amount of this Agreement after this amendment is: \$[Revenue agreement: \$600,000 Annual License Fee + 6% royalty]
[Revenue agreement: \$600,000 Annual License Fee + 6% royalty]

Agreement after this amendment is: [Revenue agreement: \$600,000 Annual License Fee + 6% royalty]

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The term of the California Code of Regulations contract is extended by one year beginning January 1, 2010 and ending December 31, 2010.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

WEST PUBLISHING CORPORATION

BY (Authorized Signature) _____

DATE SIGNED (Do not type)

5/12/09

PRINTED NAME AND TITLE OF PERSON SIGNING

Darin L. Rasmussen, Director State Marketing

ADDRESS

610 Opperman Drive, Eagan MN 55123

STATE OF CALIFORNIA

AGENCY NAME

OFFICE OF ADMINISTRATIVE LAW

BY (Authorized Signature)

DATE SIGNED (Do not type)

5/4/2009

PRINTED NAME AND TITLE OF PERSON SIGNING

Linda C. Brown, Deputy Director

ADDRESS

300 Capitol Mall, Suite 1250, Sacramento CA 95814

CALIFORNIA
Department of General Services
Use Only

APPROVED

MAY 20 2009

DEPT OF GENERAL SERVICES

SW

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

COPY

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages

AGREEMENT NUMBER

OAL CCR 2005

REGISTRATION NUMBER

AMENDMENT NUMBER

02

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

OFFICE OF ADMINISTRATIVE LAW

CONTRACTOR'S NAME

WEST PUBLISHING CORPORATION

2. The term of this Agreement is 1/1/2006 through 12/31/2009

3. The maximum amount of this Agreement after this amendment is: \$[Revenue agreement: \$600,000 Annual License Fee + 6% royalty]

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The term of the California Code of Regulations contract is extended by one year beginning January 1, 2009 and ending December 31, 2009.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

WEST PUBLISHING CORPORATION

BY (Authorized Signature)

DATE SIGNED (Do not type)

5/20/08

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark L. Capaldini, Vice President, Government Segment

ADDRESS

610 Opperman Drive, Eagan MN 55123

STATE OF CALIFORNIA

AGENCY NAME

OFFICE OF ADMINISTRATIVE LAW

BY (Authorized Signature)

DATE SIGNED (Do not type)

5-16-08

PRINTED NAME AND TITLE OF PERSON SIGNING

LINDA C. BROWN, DEPUTY DIRECTOR

ADDRESS

300 Capitol Mall, Suite 1250, Sacramento CA 95814

CALIFORNIA
Department of General Services
Use Only

SPM

APPROVED

JUN - 3 2008

DEPT OF GENERAL SERVICES

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages**COPY**

AGREEMENT NUMBER

OAL CCR 2005

REGISTRATION NUMBER

89101205104922

AMENDMENT NUMBER

01

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

OFFICE OF ADMINISTRATIVE LAW

CONTRACTOR'S NAME

WEST PUBLISHING CORPORATION

2. The term of this

Agreement is **1/1/06** through **12/31/08**

3. The maximum amount of this
- \$[revenue agreement: annual payment of \$600,000 + royalty of 6%]**
-
- Agreement after this amendment is:
- [revenue agreement: annual payment of \$600,000 + royalty of 6%]**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Quarterly Payment of Royalties. All royalties payable pursuant to this agreement shall accrue to the benefit of OAL, and be accounted for by West, during each of the quarterly periods ending on March 31, June 30, September 30 and December 31 of each year. West shall pay OAL any and all royalty amounts due for each quarterly period within 90 days after the end of each such quarterly period.

Certain Use Exempt From Royalties. No royalties shall be paid by West to OAL for CCR-related usage of WESTLAW by uniquely-situated customers provided WESTLAW service at significantly discounted rates because of their academic nature or the public benefit they provide. These uniquely-situated customers are currently Academic Institutions, the Administrative Office of the United States Courts ("AO"), and the Department of Justice ("DOJ"). West may request from time to time that this list be added to, or subtracted from, to reflect changes in West's subscription agreements, and OAL shall give due consideration to the request and agree to expansion or contraction of the list upon presentation by West of documentation satisfactory to OAL. This exemption shall not apply to any uniquely-situated customer whose subscription agreement is modified to require payments at rates comparable to those paid by commercial entities.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

WEST PUBLISHING CORPORATION

BY (Authorized Signature)

DATE SIGNED (Do not type)

4/14/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Joseph J. Kubes, Director of Government Contracts

ADDRESS

610 Opperman Drive, Eagan, MN 55123**STATE OF CALIFORNIA**

AGENCY NAME

OFFICE OF ADMINISTRATIVE LAW

BY (Authorized Signature)

DATE SIGNED (Do not type)

4/24/2006

PRINTED NAME AND TITLE OF PERSON SIGNING

LINDA C. BROWN, Deputy Director

ADDRESS

300 Capitol Mall, Suite 1250, Sacramento, CA 95814

CALIFORNIA

Department of General Services
Use Only**APPROVED****MAY - 8 2006****DEPT OF GENERAL SERVICES**☐ Exempt per:

ORIGINAL
COPY

AGREEMENT NUMBER

OAL CCR 2005

REGISTRATION NUMBER

89101205104922

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

OFFICE OF ADMINISTRATIVE LAW

CONTRACTOR'S NAME

WEST PUBLISHING CORPORATION

2. The term of this Agreement is: 1/1/06 through 12/31/08

3. The maximum amount of this Agreement is: **\$ [revenue agreement: Annual License Fee of \$600,000; Royalty of 6%]**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 6 page(s)

Exhibit B – Revenue Provisions 1 page

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 9 page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page(s)
XXXXX

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

WEST PUBLISHING CORPORATION

BY (Authorized Signature)

DATE SIGNED (Do not type)

12/29/05

PRINTED NAME AND TITLE OF PERSON SIGNING

Tom Jared, Vice President - Government Segment

ADDRESS

**610 Opperman Drive
Eagan, MN 55123**

STATE OF CALIFORNIA

AGENCY NAME

OFFICE OF ADMINISTRATIVE LAW

BY (Authorized Signature)

DATE SIGNED (Do not type)

12/29/05

PRINTED NAME AND TITLE OF PERSON SIGNING

Linda C. Brown, Deputy Director

ADDRESS

300 Capitol Mall, Suite 1250, Sacramento, CA 95814

California Department of General
Services Use Only

[Signature]

APPROVED

FEB - 3 2006

DEPT OF GENERAL SERVICES

[Signature]

☐ Exempt per:

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(SEE www.ols.dgs.ca.gov/Standard+Language)

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Exhibit A, Scope of Work

REQUIRED PUBLICATION SERVICES

1. MASTER DATABASE

The contractor shall maintain the Official California Code of Regulations ("CCR") data in an electronic database, herein referred to as the "Master Database." The Master Database must be the source for all CCR products. The contractor shall update the Master Database within 30 days of approved regulations being filed with the Secretary of State. The text of regulations and all other items in the Master Database shall be subject to inspection, revision, and correction by the Office of Administrative Law ("OAL").

The CCR Master Database shall consist of material not subject to any claims of ownership or copyright, except those of OAL on behalf of the State of California. The CCR Master Database shall include tables of contents, captions, regulation text, authority and reference citations, and history notes.

Notices and other material to be published in the Notice Register may be made part of the Master Database or may be maintained in a separate database. If the contractor chooses to maintain Notice Register data in a separate database, that database must meet all requirements imposed on the CCR Master Database.

The contractor shall take adequate measures to ensure the security and integrity of the CCR Master Database. For purposes of this agreement, "adequate measures" may be defined as measures equivalent to the nature and quality of the "Availability and Operational Recovery Plan" set forth by the contractor in its November 14, 2005 Response to OAL's Request for Proposals, RFP CCR 2005.

2. OFFICIAL CALIFORNIA CODE OF REGULATIONS

The contractor shall publish the Official California Code of Regulations on 8½ by 11 inch pages, 3 hole punched loose leaf, in a form which assures that pages can be easily inserted into standard three-ring binders. (The contractor may offer binders for sale to subscribers but shall not require any subscriber to purchase binders.) Text paper shall be 20 lb. standard weight, text shall be printed in black, and font size shall be no smaller than that used in the Official CCR in 2005. The contractor shall accurately and legibly print regulations as filed with the Secretary of State, including all charts, graphs, tables, illustrations, notes, graphics, etc.

Each volume of the Official CCR shall contain the following:

1. List of contents inside the front cover with a complete breakdown of the contents from Title to Section, including all subdivisions in between;
2. Title page;
3. Complete text of regulations, including all narrative text, appendices, prefaces, footnotes, endnotes, tables, graphics, illustrations and similar items that are part of regulatory material designated by OAL for publication;
4. Authority and reference citations for each section as included with the regulation text filed with the Secretary of State;

5. History notes for each section to be prepared by the contractor based on a template or set of instructions provided by OAL (or select custom history notes prepared by OAL);
6. The Register number and publication date of the last revision on each page, reflecting the last date any item on that page was affected by a regulatory filing with the Secretary of State or otherwise revised;
7. Such other materials as OAL may direct to be published.

OAL must approve the format of the Official CCR prior to initial publication, and must approve any future format changes.

2.1.CCR SUPPLEMENT (“REGISTER”)

The contractor shall update the CCR by publishing the weekly CCR Supplement within 30 days after delivery of final approved regulations and/or related material submitted by OAL for publication. Each CCR supplement shall be called a “register” and shall be numbered by year, week and date of publication (e.g. “Register 2005, No. 22; 6-3-2005”). The CCR supplement shall be formatted, compiled and distributed in a form which assures that users can easily replace updated pages of the Official CCR.

2.2.MASTER TABLE OF CONTENTS

The contractor shall publish a Master Table of Contents with a complete breakdown of all regulations in all titles (excluding Title 24) by Title, Division, Chapter, Subchapter, Group and Subgroup where applicable, and Article. The Master Table of Contents shall be updated at least quarterly.

2.3.DIVISION-LEVEL TABLES OF CONTENTS

The contractor shall publish a Table of Contents for each Division of the CCR with a complete breakdown of all regulations in that Division by Chapter, Subchapter, Group and Subgroup where applicable, Article, and Section. The contractor shall update the division-level Table of Contents quarterly in the form of new or replacement table of contents pages, if regulations in that division have been added, or amended and renamed, or repealed during the quarter. If regulatory material filed by OAL with the Secretary of State includes entire new chapters or articles, the contractor shall update the division level Table of Contents when it publishes the new material.

3. MASTER INDEX

The contractor shall create, publish, and distribute a Master Index to which the contractor shall retain all intellectual property rights. The Master Index shall include a Table of Statutes to Regulations, listing all of the California statutes cited in the Authority and Reference notes following each section of the CCR. The Master Index may, in the contractor’s sole discretion, also include other appropriate research references, annotations and other editorial material. Master Indices shall bear on the title page the following statement: “The Master Index has not been reviewed by the Office of Administrative Law and is not part of the Official California Code of Regulations.” The contractor shall publish the Master Index no later than 120 days after award of the CCR Publication Contract.

The contractor may copyright the Master Index. If the contractor declines to obtain a copyright on its own behalf, the contractor shall obtain a copyright in the name of OAL on behalf of the State of

California. All expenses of obtaining such copyright, either on behalf of the contractor or OAL, shall be the responsibility of the contractor.

4. CD-ROM CCR

The contractor shall publish the CCR on CD-ROM monthly at a minimum. The CD-ROM CCR shall contain all elements of the Official CCR and shall accurately reflect the contents of the Official CCR. In its sole discretion, the contractor may include other appropriate research or editorial material in the CD-ROM CCR.

5. ONLINE CCR

The contractor shall make available on the Internet and free to the public an electronic version of the CCR via a link on OAL's website. The online CCR shall contain all elements of the Official CCR and shall accurately reflect the contents of the Official CCR. The contractor shall update the online CCR no later than 5:00 p.m. Pacific time, on the next business day following the date the weekly Regulatory Code Supplement has been issued. The online CCR "home page" shall accurately reflect the date on which the online CCR was last updated.

The online CCR shall include any necessary information, software, and technical support to make the complete CCR available, including graphics, tables, forms and any other material included in the Official CCR. The contractor shall provide users with a universal search capability with search terms highlighted. The contractor shall ensure that users can scroll and print with reasonable ease of use (e.g. browser print capabilities). The contractor shall ensure that the online CCR complies with applicable state and federal requirements for accessibility by persons with disabilities.

OAL must approve the format of the online CCR prior to initial publication, and must approve any non-commercially released future format changes.

The contractor shall meet the following additional requirements for publication of the online CCR:

- a) The response time for a basic query must at all times be comparable to response times for Westlaw, the contractor's commercial online service.
- b) The contractor shall not collect personally identifiable information from any user's Internet session without the explicit, opt-in consent of the user.
- c) The contractor shall post a "Privacy and Conditions of Use" page informing users about the collection and use of information and asserting the State's copyrights in the CCR.
- d) The contractor shall report to OAL, on a quarterly basis, the number of "hits" (e.g. Internet accesses) received and provide a corresponding statistical analysis consistent with protecting individual privacy. The contractor shall also retain for a minimum of 18 months, and provide to OAL upon request, a full transcript of all email or written correspondence and an accurate summary of all telephone communications received from users in relation to the online CCR.
- e) Linking commercial advertising and pop-ups is prohibited without the prior written approval of OAL.
- f) The online CCR shall be compatible with browsers widely in use including, but not limited to, Internet Explorer, Netscape Navigator, or Mozilla Firefox.

6. CALIFORNIA REGULATORY NOTICE REGISTER

The contractor shall publish the California Regulatory Notice Register each Friday using material provided by OAL the previous week. The Notice Register shall be printed on 8½ by 11 inch pages, three-hole punched, text shall be printed in black, and font size shall be no smaller than 10 point for text within paragraphs. OAL must approve the format of the Notice Register prior to initial publication, and must approve any future format changes.

Potential elements of the Notice Register include, but are not limited to:

1. Notices of Proposed Regulatory Action
2. Summaries of approved regulations filed with the Secretary of State the previous week
3. Summaries of regulation decisions issued during the previous week and summaries of the reasons for OAL disapproval of a proposed regulation
4. A quarterly index of regulation decisions
5. An agency's request for review of an OAL disapproval decision, OAL's response to the agency request for review, and the Governor's decision
6. Determinations issued pursuant to Government Code section 11340.5
7. General Interest Public Notices
8. Petition decisions pursuant to Government Code section 11340.7
9. Periodic indices of regulations approved and filed with the Secretary of State
10. OAL announcements
11. An annual Rulemaking Calendar pursuant to Government Code section 11017.6. NOTE: The contractor may provide, upon request by any Notice Register print subscriber, the Annual Rulemaking Calendar on CD-ROM instead of paper.

7. ONLINE NOTICE REGISTER

The contractor shall make available on the Internet and free to the public an electronic version of the Notice Register, via a link on OAL's website. The online version of the Notice Register shall be posted online no later than 5:00 p.m., Pacific Time, on the next business day following the date of publication of the print version of that issue of the Notice Register. Each online version of the Notice Register shall fully and accurately reflect the complete contents of the print version of that issue of the Notice Register. Each item listed in the Notice Register Table of Contents shall include a link so that clicking on that item in the Table of Contents takes the user to that item in the text of the Notice Register. The contractor shall maintain each issue of the Notice Register online no fewer than 18 months, except that OAL will be responsible for maintaining links to any Notice Register issues published prior to January 1, 2006.

8. TRANSMISSION OF MATERIAL TO BE PUBLISHED

OAL will furnish to the contractor, at the contractor's expense, all regulations, Notices and any other material designated for publication under the CCR Publication Contract. The contractor shall provide a method for collection and delivery resulting in routine delivery not more than 24 hours (or the next business day if the expiration of 24 hours falls on a weekend or holiday observed by the State of California) after OAL files approved regulations with the Secretary of State.

OAL will advise the contractor of any addition or revision to the CCR by emailing the contractor a Daily Action Report with the following information:

1. OAL File Number
2. Title affected
3. Agency
4. OAL Action (Approval/Disapproval)
5. Date of filing with Secretary of State

The contractor may elect to receive an unofficial advance copy of proposed regulations or notices submitted for publication, to be transmitted to the contractor at the contractor's expense. The contractor shall understand that unofficial advance copies are provided prior to review by OAL and are subject to revision or withdrawal by OAL.

The Director of OAL, or designated representative, and the contractor's representative shall, on the request of either party or at reasonable intervals, meet and confer on how transmitted regulations, Notices and other material are being utilized to fulfill the contractor's obligations under the CCR Publication Contract.

9. CUSTOMER SUPPORT/SERVICE

The contractor shall establish and maintain adequate toll-free customer service lines for the public and OAL during the term of this CCR Publication Contract. For purposes of this agreement, "adequate" customer service lines shall be defined as no more than a five-minute wait before speaking with the contractor's representative during regular business hours. Customer service to the Internet users shall be provided via a return Email mechanism. The contractor shall respond to customer service inquiries within three business days of a telephone call, receipt of a written communication, or an Email.

10. COPIES OF PUBLICATIONS

The contractor shall provide OAL with the following publications, at no cost, and for the exclusive use of OAL:

- Up to six (6) (to the extent requested by OAL) full subscriptions to the Official CCR and weekly Supplement in hard copy;
- Three (3) copies in hard copy of the Master Table of Contents, as updated;
- Three (3) copies in hard copy of the Master Index, as updated;
- One (1) complete CCR on CD-Rom monthly, at a minimum;
- Twelve (12) copies of each issue of the California Regulatory Notice Register;
- One (1) complete replacement set of CCR binders every year.

The contractor shall additionally publish and provide at no cost to OAL up to 1000 copies annually of a compilation of selected statutes and regulations affecting rulemaking in California. The sections to be published shall be specified by OAL and shall include, but are not limited to, Government Code Title 2, Chapter 3.5, Administrative Regulations and Rulemaking, and CCR Title 1, Division 1, Office of Administrative Law.

In addition, the contractor shall provide free subscriptions of the hard copy version of the CCR (or, at the recipient's option, in CD-ROM or other mutually agreeable electronic format) to each county clerk or their designee pursuant to Government Code Section 11343.5, and to state depository libraries pursuant to Government Code sections 14900-14912. The contractor shall also provide, free

of charge, subscriptions of the hardcopy version (or, at the recipient's option, in CD-ROM or other mutually agreeable electronic format) of the Notice Register to state depository libraries, pursuant to Government Code sections 14900-14912.

The contractor shall provide each employee of OAL, at no cost to OAL and for the exclusive use of OAL, with unlimited usage of Basic National Westlaw online legal research database services that are at least as comprehensive as the services provided to OAL on Westlaw under the immediately preceding CCR publishing contract, and are reasonably relevant to OAL's duties. Contractor will also provide OAL access to new online products and services that are added to the Basic National Westlaw package during the term of the CCR Publication Contract and are reasonably relevant to OAL's duties. OAL acknowledges that the contractor can not guarantee the availability of or access to databases that are subject to the rights of 3rd parties, are supplied to West by 3rd parties, or are subject to royalty or licensing payments to 3rd parties.

11. ACCURACY

The contractor shall provide for thorough proofreading and correction of all text submitted by OAL for publication in the CCR or Notice Register. The contractor shall proofread regulation text to be published against the final regulation text as filed with the Secretary of State. The contractor shall proofread Notice text against the notice text approved by OAL. The proofreading shall be done at a level of accuracy satisfactory to OAL. OAL defines "satisfactory" as zero percentage (0%) of error rate in the hard copy versions of the Official CCR and Notice Register.

Questions regarding the text of regulations or Notices shall be promptly called to the attention of OAL. The contractor shall not make changes to the text of regulations, Notices or any other materials furnished by OAL, except as directed or authorized by OAL. The text of regulations and all other items in the Official CCR database and Notice Register database (if any), as well as editorial enhancements to regulations or Notices, shall be subject to inspection, revision, and correction by OAL.

Inferior, unprofessional, or unsatisfactory work shall be rejected and returned to the contractor for prompt correction at no additional cost to the State or CCR subscribers. OAL's inspection, revision, and acceptance of work shall not be considered a waiver of the contractor's duty to correct, at the contractor's own expense, errors or defects discovered later.

All editorial work shall be performed at the contractor's expense. Editorial duties include data preparation, formatting, and typographical composition work for both the print and electronic versions of the CCR and Notice Register. The contractor shall keep the Director of OAL advised in writing in advance of any proposed changes in the method and manner of performing editorial work covered by the CCR Publication Contract.

Exhibit B, Revenue Provisions

12. ANNUAL LICENSE FEE AND ROYALTY

In exchange for being granted the exclusive rights to publish the Official California Code of Regulations and the California Regulatory Notice Register, the contractor agrees to pay an Annual License Fee of \$600,000 and a 6% Royalty based on net revenues. For purposes of this agreement, "net revenues" means all sales proceeds less returns, discounts refunded to the customer, and, if not charged separately but included in the sales price, sales taxes, transportation and handling, and in addition, all revenues received from licenses to third parties (including affiliated companies) without any reduction.

The contractor shall pay the Annual License Fee in advance, at quarterly intervals, beginning with the commencement of the CCR Publication Contract. No portion of the Annual License Fee shall be refundable during a quarter notwithstanding early termination of the contract.

The contractor shall pay the Royalty at quarterly intervals.

13. COMPENSATION DELIVERY REQUIREMENTS

Compensation shall be mailed or delivered to the following address:

Office of Administrative Law
ATTN: Linda C. Brown
300 Capitol Mall, Suite 1250
Sacramento, CA 95814

14. STANDARD BUDGET CONTINGENCY CLAUSE

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit C, State of California General Terms and Conditions

The State of California General Terms and Conditions are hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be viewed at www.ols.dgs.ca.gov/Standard+Language

Exhibit D, Special Terms and Conditions

15. COMPENSATION AND ROYALTIES

Refer to Exhibit B, Revenue Provisions.

16. INTELLECTUAL PROPERTY RIGHTS

The Official CCR, Notice Register and the Master Database, in all forms, are the sole and exclusive property of the State of California. The copyrights in the Official CCR, Notice Register and the Master Database shall be owned, noticed, and registered in the name of OAL on behalf of the State of California. In no event shall the Official CCR, Notice Register or Master Database be considered a "joint work" as that term is defined in 17 U.S.C. section 101. Except as to editorial enhancements described below, all rights in all copyrightable works prepared by the contractor, either individually or jointly with others, in connection with, or related to, the services performed by the contractor for OAL or the State of California shall belong exclusively to the State of California and shall constitute "works made for hire." The contractor agrees to execute, acknowledge and deliver to OAL, at no cost to the State of California, all documents required to register or otherwise protect such works in the United States or in any other country and to recognize ownership in such works by the State of California, its assignees or designees. The contractor shall take no action which will infringe or abridge the rights of the State of California in any of the works which are the subject of this CCR Publication Contract.

The contractor shall not procure or claim any copyright or other intellectual property rights with respect to the Official CCR, the Notice Register or the Master Database, or in the Master Table of Contents the contractor develops pursuant to this CCR Publication Contract, or in any of the following material:

- Tables of contents for each Title and Division
- The hierarchical structure of the CCR (divisions, chapters, articles, etc.)
- The captions (e.g. Title 1, Section 6, "Submission of Regulatory Actions (Form 400)")
- The text of the regulations
- Any appendices, prefaces, footnotes, endnotes, tables, graphics, forms or similar items that are part of regulatory material filed with the Secretary of State and printed in the CCR
- The "Notes" (also known as "authority and reference citations")
- The "History" (commonly referred to as "history notes")
- The Official California Code of Regulations Supplement

The State of California will own the data used to publish the California Code of Regulations and the California Regulatory Notice Register. The contractor will provide to the State of California, upon contract termination at no additional cost, all data in a mutually agreed upon electronic format that preserves the content and format of the CCR for subsequent publishing.

The State of California expressly reserves the right to use the CCR, its captions, text, and related notations, etc., in any manner that the State so chooses.

The contractor shall have the right to publish and use the Official CCR and Notice Register and/or provide the Official CCR and Notice Register to third parties in whatever form and by whatever means it desires, subject to the licensing and royalty provisions of this contract. All versions of the CCR licensed shall accurately reflect the content of the Official CCR.

The contractor may add editorial enhancements which do not alter the substance of the CCR, Supplement, or Notice Register, and may copyright the editorial enhancements. If the contractor declines to obtain a copyright in the editorial enhancements on its own behalf, the contractor shall obtain a copyright in the name of OAL on behalf of the State of California. OAL and the State of California shall have a royalty-free, worldwide, nonexclusive, perpetual license, for use of all intellectual property rights in all editorial enhancements created by the contractor during the term of this contract. For the purposes of this provision, "use" shall include reproduction or disclosure by OAL or the State for informational purposes or as otherwise required by law, including but not limited to the Public Records Act.

All expenses of obtaining copyright, either on behalf of the contractor or the State of California, will be the responsibility of the contractor, and copies of all documents pertaining to copyright must be provided to the Director of OAL.

If OAL terminates this CCR Publication Contract before the anticipated term due to the contractor's breach, default, or abandonment of the CCR and/or Notice Register publications, both OAL and any successor publisher of the CCR and/or Notice Register shall be held harmless for any infringement of the contractor's intellectual property rights in the editorial enhancements, including copyright, relating to action taken by OAL in good faith to facilitate continued publication and availability of the CCR and Notice Register. OAL and any successor publisher shall be held harmless for any such infringement even if the premature termination of the CCR Publication Contract by OAL is ultimately found to have been without cause.

In continuance of its rights under the current contract, upon contract termination or expiration, West may, in its sole discretion, continue using and publishing, in its entirety the CCR data in its possession at the time of termination or expiration, including the Master Index, Master Table of Contents, and Digest in an unofficial capacity as West deems fit. To facilitate this use, West shall have a non-exclusive, royalty-free, worldwide, perpetual license to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the data in its possession at the time of termination or expiration, and to sublicense others to do these things.

Pre-existing intellectual property: In performing any services or providing any deliverables under this CCR Publication Contract, the contractor will not use any pre-existing intellectual property including, but not limited to, any trade secret, invention, work of authorship or protectable design that has already been conceived or developed by anyone before the contractor renders any services under this contract, unless the contractor has the right to use it for OAL's benefit. If the contractor is not the owner of such pre-existing intellectual property, the contractor will obtain from the owner any rights necessary to enable the contractor to comply with this agreement. If the contractor uses any pre-existing intellectual property in connection with this agreement, the contractor hereby grants to OAL a non-exclusive, royalty-free, worldwide perpetual license to make, have made, sell, use,

reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things.

Intellectual property indemnification: The contractor will give OAL notice immediately if at any time the contractor knows or reasonably should know of any third party claim to any pre-existing intellectual property provided by the contractor to OAL pursuant to this agreement. The contractor will indemnify and hold harmless OAL from all liability arising from the contractor's use of such pre-existing intellectual property.

17. DAMAGES

ACTUAL DAMAGES: In the event that the contractor fails to satisfactorily complete or perform the activities it is obligated to perform under the CCR Publication Contract, the contractor shall be liable for the State's full cost in securing completion of any activities or services needed to publish the CCR and Notice Register and other publications covered by the CCR Publication Contract. The State shall not be liable for any of the contractor's costs, other than those specifically covered by this contract, in complying with the contract requirements.

LIQUIDATED DAMAGES: Time is of the essence in the CCR Publication Contract. It is OAL's intent to have hard copy, electronic and Internet publishing services performed in such a way that the system is kept completely and continuously up to date. Delays by the contractor as well as the failure of the contractor to cooperate with OAL will result in damages to the State of California and the public that would be difficult to accurately assess, and for that reason, the CCR Publication Contract shall provide for liquidated damages in the amount of \$15,000 for each day of delayed publication of any publication covered by the CCR Publication Contract, except during the "grace period" specified below. The contractor shall pay the State of California for such failures at the sole discretion of the State according to this section.

The purpose of liquidated damages is to ensure adherence to the requirements in the contract. No punitive intention is inherent. OAL will provide written notification to the contractor of each failure to meet a performance requirement. If the failure is not resolved to the satisfaction of OAL within a reasonable warning/correction time period specified by OAL, liquidated damages may be imposed retroactively to the date of failure to perform.

Persistent failure to meet publication dates shall constitute a material breach of the CCR Publication Contract.

From January 1, 2006 through February 28, 2006, a "grace period" will be in effect during which time the contractor shall perfect its update and production processes for publication of the Official CCR, online CCR and Notice Register. During this period, liquidated damages will not be imposed.

18. AUDITS

In addition to the audit provision contained in the State of California General Terms and Conditions, on written request by OAL, the contractor will allow the Bureau of State Audits, the State Controller or designee of OAL, or in the alternative, an independent certified public accountant who is mutually acceptable to the contractor and OAL to have access to, and to copy, during ordinary business hours and for as many days as required, the contractor's books and financial records as necessary to

calculate the royalty for any quarter during the term of this CCR Publication Contract. If the contractor and OAL cannot agree on the selection of an independent accountant, the contractor and OAL will each select a certified public accountant, and the two accountants will choose a third certified public accountant who will then review the contractor's books and records to determine the amount of the royalty.

The determination of the amount of royalties by the auditor will be final and binding on the contractor and OAL. If the auditor finds any discrepancy between the amount of royalty due and the amount of royalty paid for such quarter, the difference will be paid by the contractor to OAL, or refunded by OAL to the contractor, as the case may be, within 30 working days after written notice of the discrepancy is given to both parties. If the amount of the royalty paid for any quarter is less than 95% of the amount due, the contractor will pay all accounting costs. In all other instances, OAL will pay all accounting costs. The contractor will bear all other costs of access to its books and records.

The auditor will hold the contractor's financial information and trade secrets in confidence and will disclose to OAL only the amount of royalties due OAL and the factual basis for the determination of the amount(s) due.

Audits conducted under this provision shall be in accordance with generally accepted auditing standards.

19. TERM; TERMINATION

The CCR Publication Contract shall begin January 1, 2006, and have a term of three years, with 2 optional 1-year extensions to be exercised upon mutual agreement of OAL and the contractor.

OAL may terminate this CCR Publication Contract should the contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of termination, OAL may proceed with the work in any manner deemed proper by OAL. The cost to the state shall be added to any sum due from the Contractor to OAL under this CCR Publication Contract.

In the event the contractor fails to perform this CCR Publication Contract, or a substantial part thereof, the Director of OAL shall provide reasonable notice of the failure and make a reasonable effort to resolve the failure with the contractor. If the contractor's failure is not resolved, OAL may, in its sole judgment reasonably exercised, terminate this CCR Publication Contract, in whole or in substantial part, by presenting written notice of termination to the contractor. The notice shall specify the extent to which the CCR Publication Contract is terminated and the date upon which such termination becomes effective. Upon termination, OAL will retain all legal remedies available to it, including damages for increased expense on behalf of all subscribers, for the remaining term of the CCR Publication Contract.

Parties' Obligations Upon Termination: If this CCR Publication Contract is terminated for any reason other than by the expiration of the term specified in this CCR Publication Contract or the term of any extension thereto, the contractor shall deliver or transmit to OAL, within 10 days after termination, the complete Official CCR database maintained by the contractor current as of the date of

termination. The data shall be transmitted in a mutually acceptable electronic form, but in no case in a form less enriched than hyper text mark-up language (html).

If this CCR Publication Contract terminates by the expiration of the term specified in this CCR Publication Contract or the term of any extension thereto, the contractor shall provide the then-current complete Official CCR database in a mutually acceptable electronic form (but in no case in a form less enriched than hyper text mark-up language (html): 1) six months prior to the anticipated expiration of the term for use in securing a new CCR Publication Contract; 2) 30 days prior to the anticipated expiration of the term; and 3) concurrently with the expiration of the term. The database shall be current as of the most recently published CCR supplement.

Upon termination of this CCR publishing contract for any reason, the contractor loses the right to publish the Official CCR. The contractor agrees, upon OAL's request, to provide to OAL within 10 days of termination, a list, in mutually acceptable electronic form, of the subscribers to all forms of the publications covered by this CCR Publication Contract. In addition, for a period of sixty (60) days after termination of this CCR Publication Contract, the contractor agrees to cooperate with OAL and any successor publisher of the Official CCR to provide information necessary for the continued publication of the Official CCR.

20. CHANGES

OAL may, at any time, exclusively in a writing signed by the Director or designated representative, make changes within the general scope of the contract which affect the description of services to be performed or time of performance of services. If any such change causes an increase or decrease in the cost of, or the time required for, the contractor's performance of this contract, an equitable adjustment shall be made in the contract compensation or time of performance or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this provision must be asserted in writing to the Director of OAL or designated representative not later than thirty (30) days after the date of receipt by the contractor of written change authorization, or within such extension as OAL may grant in writing. OAL may, in its sole discretion, consider any such claim regardless of when asserted.

Pending any such equitable adjustment, the contractor shall diligently proceed with the contract as modified. Where the cost of property made excess or obsolete as a result of the change is included in the contractor's claim for equitable adjustment, OAL shall have the right to require the submission of supporting cost data and/or to inspect the contractor's pertinent books and records for the purpose of verifying the contractor's claim and determining the basis for entitlement to an equitable adjustment.

The contractor's claim for equitable adjustment shall be fully supported by factual information and shall separately identify all increases and decreases in costs. The claim shall be submitted by a senior official authorized to bind the contractor in a signed writing that contains the following certification statement: "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief and that the amount requested to be changed accurately reflects the contract adjustment for which (insert contractor's name here) believes the State is liable."

21. SUBSTITUTIONS

If it becomes necessary for the contractor to substitute any subcontractor, or management, supervisory or key personnel, those substitutions must include replacements with equal or greater qualifications. The contractor shall provide OAL with detailed justification documenting the necessity for the substitutions. No substitute subcontractor(s) or personnel are authorized to begin work until the contractor has received written approval from OAL. OAL reserves the right to reject any proposed subcontractor or personnel at any time.

22. SEVERABILITY

Should any provision of this CCR Publication Contract be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

23. WAIVER/NON-WAIVER

Any waiver of the terms and conditions of the CCR Publication Contract must be in writing. Any single waiver does not imply any future waiver of any terms or conditions. Failure of either party to enforce any provision of this CCR Publication Contract shall not constitute or be construed as a waiver of such provision or the right to enforce such provision.

24. RIGHTS OF STATE AGENCIES

Nothing in this CCR Publication Contract shall prevent the State of California or a California state agency from publishing, reproducing, or distributing its own regulations, except that no agency of the State of California may, during the term of this CCR Publication Contract, create or maintain a hardcopy "subscription service" in which weekly updates to the California Code of Regulations, or any part thereof, are distributed to subscribers.

25. AUTHORIZATION FOR OTHER CCR PUBLICATION

If any private publisher, including but not limited to publishers engaged in the publication of documents on microfiche or other microform formats, informs OAL that it is unable to secure a license on reasonable terms from the contractor to publish the CCR, OAL reserves the right to license that publisher to publish an unofficial version of the California Code of Regulations, or any part thereof, for a license fee. OAL will not, however, authorize or grant a license to anyone but the contractor to publish the Official CCR or Official Notice Register during the term of this CCR Publication Contract.

26. RIGHT OF INSPECTION

The Director of OAL or designated representative, shall have a continuing right to inspect, at reasonable intervals, all manufacturing and editorial premises used in performance of the CCR Publication Contract, including premises occupied by the contractor's subcontractors, if any. The contractor shall provide for such right of inspection in any subcontractors' facilities by arrangements with subcontractors or agents. The contractor shall be responsible for all reasonable expenses relating to any meeting or inspection pursuant to this CCR Publication Contract, including reasonable transportation, lodging, and related travel expenses of OAL personnel reasonably necessary to the purpose of any meeting or inspection.

Upon request by the Director of OAL or designated representative, the contractor shall provide one copy of any of its CCR or Notice Register products for inspection by OAL.

27. SUBSCRIPTION LISTS

Upon completion or termination of this CCR Publication Contract, including premature termination due to a breach, default, abandonment or any other reason, the contractor shall provide a copy to OAL, or to a successor publisher designated by OAL, of each and every subscription list for all contractor's CCR or Notice Register products. The copy of each and every subscription list shall include all relevant information reasonably needed by a successor publisher to fulfill subscription obligations. This includes, but is not limited to, the names and addresses of subscribers, types and categories of subscriptions for all CCR products for each subscriber, and subscription cost information, including current payment status of all subscribers, and beginning and ending dates of each subscription.

During the term of this CCR Publication Contract, the contractor shall, upon written request by the Director of OAL, provide information as to the number of CCR subscribers for all types and categories of subscriptions to the Official CCR, including specific titles or other parts of the Official CCR and for each different product type. The contractor shall provide this information so that OAL receives the information no later than five business days after its written request. The contractor shall state if such information is confidential. Confidential subscription information submitted by the contractor will be subject to the Confidentiality Agreement for Subscriber Information set forth as Attachment 1.

28. MISCELLANEOUS PROVISIONS

28.1. *SHORT TITLE*

This contract shall be referred to by the parties as the "CCR Publication Contract."

28.2. *STATUTORY REQUIREMENTS*

The contractor shall ensure that the format and distribution of all CCR and Notice Register products published pursuant to this CCR Publication Contract comply with applicable requirements of the Administrative Procedure Act, including, but not limited to, Government Code sections 11344, 11344.1, and 11344.2.

28.3. *COOPERATION*

Each party shall cooperate with the other party as is reasonably necessary to further the purposes of this CCR Publication Contract and the other party's performance hereunder.

28.4. *ELECTRONIC SUBMISSION PLAN*

The contractor shall commit to working with OAL to prepare a process blueprint for California agencies to begin submitting proposed regulations to OAL electronically, and shall work with OAL to identify and acquire word processing software OAL will need to accept electronic submission from agencies.

28.5. *MARKETING AND ADVERTISING OF CCR*

The contractor shall undertake reasonable efforts to market and advertise the CCR during the term of this CCR Publication Contract. The contractor shall, in general terms, keep the Director of OAL advised as to the manner in which the CCR is marketed and advertised during the term of this CCR Publication Contract. No advertisements shall be published in the Official CCR on or the Internet CCR except with OAL's express written permission.

28.6 *ENTIRE AGREEMENT*

This document constitutes the entire agreement of the parties. However, RFP-CCR-2005, the contractor's proposal, and OAL's answers to vendor's bidder's conference questions shall be used to establish intent in resolving any ambiguities that may be contained herein.

29. CONTRACT ADMINISTRATION

Subject to the other party's continuing approval, each party shall assign overall responsibility for its performance of this agreement to a contract administrator who is competent in the management and performance of the party's obligations under this agreement. Each party's Administrator shall be the primary contact for the other party with regard to matters related to this agreement.

The OAL contract administrator for this contract is:

Linda C. Brown
Deputy Director
300 Capitol Mall, Suite 1250
Sacramento, CA 95814

The West contract administrator for this contract is:

Joe Kubes
Director, Government Relations & Contracts
610 Opperman Drive
D5-S499
Eagan, MN 55123

ATTACHMENT 1**Confidentiality Agreement for Subscriber Information**

The Contractor and OAL agree that the Contractor's subscriber information is corporate proprietary information, and a trade secret exempt from disclosure under California Government Code Section 6254.15. The Contractor's confidentiality agreement for providing subscriber information pertaining to the Official California Code of Regulations and the California Regulatory Code Supplements ("CCR") is set forth as follows.

CONFIDENTIALITY AGREEMENT

In connection with the award of the contract to publish the California Code of Regulations (the "CCR") and the calculation and analysis of compensation including royalty payments, the Contractor is willing to furnish OAL with subscription information about the CCR which includes information which is either non-public, confidential or proprietary in nature. Such information, in whole or in part, together with analyses, compilations, studies or other documents prepared by OAL, its agents or employees, which contain or otherwise reflect such information and OAL's review of, or interest in, the CCR is hereinafter referred to as the "Information." OAL hereby confirms its interest in examining the Information under the circumstances described above and, in consideration of the Contractors furnishing OAL with the Information, OAL agrees that:

1. The information will be kept confidential and shall not, without prior written consent of the Contractor, be disclosed by OAL, its agents or employees. Moreover, OAL agrees to transmit the Information only to its agents and employees who need to know the Information for the purpose of the confidential use of the Information and who shall agree to be bound by the terms and conditions of this agreement. In any event, OAL shall be responsible for any breach of this agreement by its agents or employees.
2. The term "Information" does not include information that (a) becomes generally available to the public other than as a result of disclosure by OAL or anyone to whom OAL transmits the information, (b) was available to OAL on a non-confidential basis prior to its disclosure to OAL by the Contractor, (c) becomes available to OAL on a non-confidential basis from a source other than the Contractor who is not bound by a confidentiality agreement with the Contractor, or (d) was known to OAL or in its possession prior to the date of disclosure by the Contractor.
3. OAL shall keep a record of the location of the Information. The Information, except for that portion of the Information which consists of analyses, compilations, studies or other documents prepared by OAL, its agents or employees, will be returned to the Contractor immediately upon the Contractor's request. That portion of the Information which consists of analyses, compilations, studies or other documents prepared by OAL, its agents or employees, will be held by OAL and kept confidential and subject to the terms of this agreement, or destroyed.
4. In the event that OAL or anyone to whom it transmits the Information pursuant to this agreement becomes legally compelled to disclose any of the Information, OAL will provide the Contractor with prompt notice so that the Contractor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. In the event that such protective order or other remedy is not obtained, or that the Contractor waives compliance with the provisions of this agreement OAL will furnish only that portion of the Information which is legally required and will exercise OAL's best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Information.

Nothing in this agreement shall be construed to require OAL to protect or hold in confidence information otherwise subject to disclosure under the California Public Records Act.